

December 10, 1991

Introduced by: Laing

Proposed No.: 91-947

MOTION NO. 8474

1  
2 A MOTION authorizing an interlocal  
3 agreement between King County and the  
4 City of Federal Way for the collection  
5 and disbursement of Federal Way surface  
6 water management service charge fees and  
7 the provision of specific technical  
8 support services to the City by the  
9 County and setting the charges for said  
10 services.

11 WHEREAS, the City of Federal Way has established a surface  
12 water management program, and

13 WHEREAS, King County has provided surface water management  
14 services and services related to the billing, collection and  
15 disbursement of the surface water management service charge fee  
16 for properties in Federal Way, and

17 WHEREAS, the City and the County have agreed to continue  
18 revenue billing and collection services by the County for the  
19 City, and

20 WHEREAS, the City has asked King County to provide  
21 specific drainage related technical support services designed  
22 to supplement and support the City's surface water management  
23 program, and

24 WHEREAS, the parties recognize that there are efficiencies  
25 and economies gained by cooperating in the provision of  
26 drainage related services,

1 NOW, THEREFORE BE IT MOVED by the Council of King County:

2 The county executive is hereby authorized to enter into an  
3 interlocal agreement in substantially the same form as the  
4 attached agreement, dated December 11, 1991, for the provision  
5 of revenue billing and collection services and drainage related  
6 technical support services

7 PASSED this 23<sup>rd</sup> day of December, 1991.

8 KING COUNTY COUNCIL  
9 KING COUNTY, WASHINGTON

10 Lois North  
11 Chair

12 ATTEST:

13 Gerald A. Peterson  
14 Clerk of the Council

INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF FEDERAL WAY

1 This agreement is made and entered into by and between the City of Federal  
2 Way, hereinafter called "Federal Way", and King County, hereinafter called  
3 "King County", to allow for the collection and disbursement of surface  
4 water management service charge revenue and for the provision, by King  
5 County, of certain service water management related services to Federal Way

6 WHEREAS, King County and Federal Way share interest in managing storm  
7 and surface water runoff in order to protect property, lives and the  
8 environment, and

9 WHEREAS, King County has provided surface water management services  
10 along with billing and collection services to Federal Way from the time of  
11 incorporation as a city, and

12 WHEREAS, Federal Way is now able to provide drainage related  
13 operations and maintenance services to City residents and property owners,  
14 and

15 WHEREAS, Federal Way wishes to retain King County's billing and  
16 collection services and to avail itself of needed technical support  
17 services which will be negotiated annually through both jurisdiction's  
18 budget process, and

19 WHEREAS, King County is able to continue providing certain technical  
20 support services on an as-needed basis when those services have been  
21 negotiated in advance, and

22 WHEREAS, King County has a fully developed automated billing system  
23 which can be used for other jurisdiction's billings when an interlocal  
24 agreement is negotiated between the parties, and

25 WHEREAS, pursuant to RCW 39.34, the parties are each authorized to  
26 enter into an interlocal agreement:

27 NOW THEREFORE, it is agreed by the parties as follows:

28 I. The purpose of this agreement is:

29 A. To enable Federal Way to utilize King County's billing and  
30 collection services for the collection of a surface water  
31 management service charge for the City.  
32

- 1 B. To establish a means whereby the County can act as the City's  
2 agent to collect the service charge for the City.
- 3 C. To establish a mechanism for Federal Way to request that King  
4 County provide certain technical surface water management related  
5 services during the calendar year and to set forth the anticipated  
6 hours and budget for those services.

7 II. The responsibilities of the parties are as follows:

8 A. Federal Way:

- 9 1. Federal Way has provided the legal authority for this  
10 agreement by enacting legislation which:  
11 a. created a surface water management program and establishes  
12 rates and charges for the management of storm and surface  
13 water in the city;  
14 b. authorizes the County to collect surface water service  
15 charges from City property owners;  
16 c. permits the County to act as the City's agent for service  
17 charge collection and providing specific drainage services;  
18 d. authorizes the City to reimburse the County for the costs  
19 of collecting the service charge revenue, for providing  
20 requested specific drainage and administrative services.
- 21 2. Federal Way shares the responsibility for providing the  
22 information required for timely, accurate billing of new  
23 surface water management accounts.  
24 a. Federal Way agrees to be responsible for providing to King  
25 County information on new commercial construction project  
26 applications which is available through the City's  
27 building and land development office.  
28 b. The information provided by Federal Way will include, but  
29 is not limited to, the following:  
30 . tax parcel account number;  
31 . total acreage;  
32

- 1 . impervious surface acreage;
- 2 . location by drainage basin.
- 3 3. Federal Way will review billing system reports provided by
- 4 King County and will notify King County immediately of known
- 5 irregularities, errors or omissions contained in reports.
- 6 4. Federal Way will be responsible for any liens and foreclosures
- 7 resulting from non-payment of surface water management
- 8 service charges.
- 9 5. Federal Way will establish the general scope of work and
- 10 estimated range of budget for technical surface water manage-
- 11 ment services to be requested from the County during the ensu-
- 12 ing calendar year. The estimated scope and budget will be
- 13 attached to this agreement as Exhibit A, the Annual Scope of
- 14 Technical Support Services Cost Summary, and will be updated
- 15 annually to reflect technical services scheduled for delivery
- 16 in the ensuing year. The approval process for annual updates
- 17 to the work program will be through each jurisdiction's budget
- 18 process as set forth in Section VI.B.2 of this agreement.
- 19 6. Federal Way will notify King County in writing when the City
- 20 wants the County to provide technical services as set forth in
- 21 the attached Annual Scope of Technical Support Services,
- 22 including the schedule and estimated hours of service.

23 B. King County

- 24 1. King County will update the Federal Way billing system on a
- 25 quarterly basis as follows:
  - 26 a. Information provided by Federal Way on new commercial
  - 27 construction projects will be used to calculate rate
  - 28 classification and service charge amount for the property.
  - 29 b. King County will update the billing system by adding all
  - 30 new property tax accounts occurring in Federal Way and will
  - 31 forward a report on the new accounts to Federal Way.

- 1                   2. King County will collect and distribute service charge revenue
- 2                   received from owners of property within the City, using the
- 3                   combined Property Tax and Drainage Billing Statement.
- 4                   3. King County will distribute revenue to Federal Way by the
- 5                   tenth day of the month immediately following the month in
- 6                   which the revenue is collected.
- 7                   4. King County will provide the City with information about
- 8                   delinquent accounts and will notify property owners of the
- 9                   delinquent status of the account in September each year using
- 10                  the same schedule used to notify delinquent accounts in King
- 11                  County.
- 12                  5. King County will provide Federal Way with monthly revenue
- 13                  reports and an annual report on delinquent commercial
- 14                  accounts.
- 15                  6. King County will respond in writing to the City's request for
- 16                  technical support services.

17    III. Financial Arrangements:

18       A. Cost of Services:

- 19           1. The cost of Technical Support services and of Billing and
- 20           Collection Services covered under this agreement is set forth
- 21           in Exhibits A and B attached to this agreement and incorpo-
- 22           rated herein.
- 23           a. Costs of services will be updated annually by the parties.
- 24           The cost update will be attached to this agreement and will
- 25           serve to update the agreement when attached.
- 26           2. Federal Way will pay King County for revenue collection and
- 27           distribution as follows:
- 28           a. a fee representing the cost of King County's Office of
- 29           Financial Management revenue and collections services, plus
- 30           the overhead on the services, up to a maximum of one percent
- 31           of the gross service charge revenue collected by the County
- 32

1 from Federal Way property owners will be paid to the Office  
2 of Financial Management.

3 b. an annual per account Billing Services charge for basic  
4 activities related to billing, maintaining the database  
5 for residential properties, delinquencies, refunds, reports  
6 on revenue, collections, and other relevant billing and  
7 collection activities as agreed to by the parties. This  
8 charge is set forth in the Billing and Revenue Collection  
9 Services Cost Summary attached to this agreement as  
10 Exhibit B and incorporated herein.

11 B. Bills and Payments

- 12 1. King County will prepare and present to Federal Way quarterly  
13 invoices showing the services provided and the cost of the  
14 services.  
15 2. Federal Way will pay King County for services as shown in  
16 Exhibits A and B to this agreement.  
17 3. Payment will be made within 45 days of receipt of itemized  
18 invoice.

19 IV. Administration

- 20 A. The manager of the King County Surface Water Management Division  
21 and the manager of the Federal Way Surface Water Management  
22 Division and his/her respective designees shall compose the admin-  
23 istration and management of the cooperative activities made possi-  
24 ble by this agreement.  
25 B. In the event the Surface Water Managers are unable to reach  
26 agreement on any issue related to the services covered by this  
27 agreement, issues will be resolved by the Directors of the King  
28 County Department of Public Works and the Federal Way Department  
29 of Public Works.  
30 C. King County will retain control over and maintain all records,  
31 supervision, rights and benefits of personnel providing service to  
32 Federal Way under this agreement.

1 D. The parties to this agreement will observe all public bidding  
2 procedures where applicable.

3 V. Effectiveness and Duration:

4 A. This agreement shall become effective when the existing agreement  
5 between the parties expires on December 31, 1991, and upon  
6 signature by all parties and will remain in effect until  
7 December 31, 1997.

8 VI. Amendments, Extension and Termination

9 A. This agreement may be amended, altered, clarified or extended only  
10 by written agreement of the parties hereto.

11 B. The estimated costs and level of service as shown in Exhibits A  
12 and B are acknowledged by the parties as representing the best  
13 projections for services and costs available at the time of this  
14 agreement.

15 1. Changes in the annual service level or in the annual cost of  
16 services will be agreed to in writing by the parties before  
17 being implemented.

18 2. The estimated level of service and the estimated cost of the  
19 services will be calculated annually, agreed to by the  
20 parties, and attached to this agreement as an update.

21 a. Annual updates to the level of service and the estimated  
22 cost are subject to approval through the budget process of  
23 each jurisdiction.

24 C. This agreement may be terminated by either party upon provision of  
25 ninety days written notice to the other party. In the event of  
26 termination by the City, the City will be responsible for actual  
27 costs for service to the effective date of termination.



1 VII. Hold Harmless and Indemnification

2 King County shall indemnify and hold the City, its, agents, employees  
3 and officers harmless from and shall process and defend at its own expense  
4 any and all claims, demands, suits, penalties, losses, damages, or costs of  
5 any kind whatsoever (hereinafter "claims") brought against the City arising  
6 out of or incident to the execution of, performance of, or failure to per-  
7 form this contract; provided, however, that if such claims are caused by or  
8 result from the concurrent negligence of the County, its agents, employees  
9 and/or officers and the City, its agents, employees and/or officers, this  
10 section shall be valid and enforceable only to the extent of the negligence  
11 of the County, its agents, employees and/or officers; provided further that  
12 nothing in this section shall require the County to indemnify, hold  
13 harmless, or defend the City, its agents, employees and/or officers from  
14 any claims caused by or resulting from the sole negligence of the City, its  
15 agents, employees or officers.

16 Federal Way shall indemnify and hold the County, its agents, employees  
17 and officers harmless from and shall process and defend at its own expense  
18 any and all claims, demands, suits, penalties, losses, damages or costs of  
19 any kind whatsoever (hereinafter "claims") brought against the County aris-  
20 ing out of or incident to the execution of, performance of, or failure to  
21 perform this contract; provided, however, that if such claims are caused by  
22 or result from the concurrent negligence of the City, its agents, employees  
23 and/or officers and the County, its agents, employees and/or officers, this  
24 section shall be valid and enforceable only to the extent of the negligence  
25 of the City, its agents, employees and/or officers; and provided further  
26 that nothing in this section shall require the City to indemnify, hold  
27 harmless, or defend the County, its agents, employees, and/or officers from  
28 any claims caused by or resulting from the sole negligence of the County,  
29  
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1 its agents, employees and/or officers. In the event the City or the County  
2 is forced to incur attorney's fees, legal expenses, or other costs to  
3 enforce the provisions of this section, all such fees, expenses and costs  
4 shall be recoverable from the other party.

5  
6 IN WITNESS WHEREOF, the parties hereto have executed this agreement on the  
7 day and year first above mentioned.

8  
9 Approved as to form:

KING COUNTY

10  
11 \_\_\_\_\_

\_\_\_\_\_

12  
13 Deputy Prosecuting Attorney

King County Executive King County

14  
15 FEDERAL Way

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17 City Attorney  
18 Federal Way

City Manager

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## 1992 TECHNICAL SUPPORT SERVICES COST SUMMARY

Federal Way has requested King County provide up to \$25,000 worth of professional staff support in the following surface water management program areas in 1992:

Public Involvement  
 Environmental Mitigation  
 Regulation, Enforcement and Inspection/Technical Support

King County proposes the following configuration of staff resources to support Federal Way program requests; the services are to be provided in 1992.

<u>PROGRAM:</u>	<u>ESTIMATED COST</u>
<u>Public Involvement:</u>	
Program Analyst II, 80 hours	\$ 5,376
Program Analyst I, 20 hours	1,191
Total Estimated Public Involvement Support	\$ 6,567
<u>Environmental Mitigation:</u>	
Senior Ecologist, 90 hours	\$ 6,269
<u>Regulation, Enforcement, Inspection (REI) Technical Support:</u>	
Senior Engineer, 60 hours	\$ 4,388
Engineer, 200 hours	\$ 7,613
Total Estimated REI Support	\$12,001
 TOTAL ESTIMATED COST OF 1992 SERVICES	 <u>\$24,837</u>

## EXHIBIT B

## 1992 BILLING AND REVENUE COLLECTION SERVICES COST SUMMARY

1. Billing Service Charge: The King County Billing Service Charge includes the King County staff time, supplies and overhead required to collect and disburse the service charge revenue from properties located in Federal Way. The rate assumes certain basic services will be included in the staff time allocation.

The cost of providing the following services is included in the cost per account:

- customer service;
- data input;
- research on new and existing accounts as set forth in Section II.B.1 of the attached agreement;
- processing of rate adjustments;
- written responses, (i.e., letters);
- computer analyst time.

1992 Cost per Account: \$2.89

Estimated number of accounts - 19,117

2. Finance Collection Fee \$10,810  
(based on 1% of total revenue collected)

Finance Collection fee assumes \$1.08 million in 1992 revenue.

Note: The Office of Financial Management Collection Fee, which is now billed by King County to Federal Way, may be automated during 1992. If so, revenue payments to Federal Way will have the fee withheld before transmittal.